

4119
1 BILL NO. S-78-07- 07

2 SPECIAL ORDINANCE NO. S- 114-78

3 AN ORDINANCE approving a contract for
4 Street Improvement Resolution No. 5799-1978,
5 between the City of Fort Wayne, Indiana and
6 Wayne Asphalt & Construction Co., Inc., for
widening approaches to intersection of Ard-
more Avenue and Engle Road.

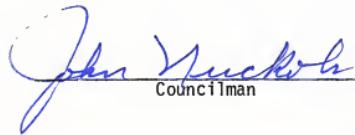
7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
8 INDIANA:

9 SECTION 1. That a certain contract, dated June 26, 1978, between
10 the City of Fort Wayne, Indiana, by and through its Mayor and the Board of
11 Public Works, and Wayne Asphalt & Construction Co., Inc., for:

12 improvement of the Ardmore Avenue and Engle Road inter-
13 section by widening approaches to intersection 9' for
overall width of 33' with asphalt and stone surface
shoulders and graded ditches for proper drainage,

14
15 under Board of Public Works Street Improvement Resolution No. 5799-1977,
16 at a total cost of \$24,237.50, all as more particularly set forth in said
17 contract which is on file in the Office of the Board of Public Works and
18 is by reference incorporated herein and made a part hereof, be and the
19 same is in all things hereby ratified, confirmed and approved.

20 SECTION 2. That this Ordinance shall be in full force and effect
21 from and after its passage and approval by the Mayor.

22
23 
24 John Yuckob
25 Councilman
26
27
28
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32

APPROVED AS TO FORM
AND LEGALITY, _____



CITY ATTORNEY

Read the first time in full and on motion by M. Nichols, seconded by

Henry, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 7-11-78

Charles W. Whiteman
CITY CLERK

Read the third time in full and on motion by M. Nichols, seconded by Henry, and duly adopted, placed on its passage.

PASSED (DST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT- TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____

DATE: 7-25-78

Charles W. Whiteman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 8-114-78 on the 25th day of July, 1978
ATTEST: (SEAL)

Charles W. Whiteman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of July, 1978, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Whiteman
CITY CLERK

Approved and signed by me this 27th day of July, 1978, at the hour of 3 o'clock P.M., E.S.T.

Ralph E. Henshaw
MAYOR

Bill No. S-78-07-07

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance approving a contract for Street Improvement Resolution No. 5799-1978, between the City of Fort Wayne, Indiana and Wayne Asphalt & Construction Co., Inc. for widening approaches to intersection of Ardmore Avenue and Engle Road

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

John Nuckols
Paul M. Burns
Winfield C. Moses, Jr.
Donald J. Schmidt
James S. Stier

7-25-78

DATE

CONCURRED IN

CHARLES M. WESTERMAN, CITY CLERK

66-69-17

6-26-78

CITY PAID
 SUBJECT TO COUNCILMANIC APPROVA
 PRELIMINARY MEETING
 RATIFICATION

CONTRACT

This Agreement, made and entered into this 26 day of June, 1978

by and between

----- WAYNE ASPHALT AND CONSTRUCTION CO., INC. -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-prove. Resolution No. 5799-1978: To improve Ardmore Avenue and Engle Road Inter-section. By widening the approaches to the intersection 9 feet for an overall width of 33 feet. The pavement will be widened with asphalt, 1 foot to 1.33

feet deep. The shoulders will consist of #2 stone base and #53 stone surface. Ditches will be graded to drain the intersection.

by grading and paving the roadway to a width of XXXXXXXXXfeet with XXXXXXXXX upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-ment Resolution No. 5799-78 ~~as and at the following prices per lineal foot~~ attached hereto and by reference made a part hereof.

At the following prices:

Excavation	Five dollars and fifty cents per cubic yard	5.50
Ditch Grading	One dollar and fifty cents per lineal foot	1.50
Shoulder Stone, #2	Six dollars and fifty cents per ton	6.50
Shoulder Stone, #53	Six dollars and fifty cents per ton	6.50
Bituminous Base, #53	Eighteen dollars and fifty cents per ton	18.50
Bituminous Surface, Type "B"	Twenty dollars and no cents per ton	20.00
Tree Removal, 6"	One hundred fifty dollars and no cents for each	150.00
Mulch Seeding, Class "U"	No dollars and sixty-five cents per square yard	0.65
TOTAL	Twenty-four thousand two hundred thirty-seven dollars and fifty cents	24,237.50

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 1st, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5799-78 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before August 1, 1978 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date

until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this

day of June 6, 1978

ATTEST:

Edward J. Dehner
Corporate Secretary

WAYNE ASPHALT & CONSTRUCTION CO., INC.

BY: C H Stewart

ITS:

Paul
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Randy Chastang

Henry P. Wehrenberg

Edward W. LaMarr

May G. Scott

Its Board of Public Works and Mayor.

ATTEST:

Uncle W. Miller

Secretary and Clerk

APPROVED AS TO FORM AND LEGALITY

Terry J. Hause
CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we -----

-----WAYNE ASPHALT AND CONSTRUCTION CO., INC.----- Contractors

as principal, and -----

-----UNITED STATES FIDELITY AND GUARANTY COMPANY----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY-FOUR

THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS-----

----- (\$24,237.50) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

on Resolution No. 5799-1978: Street from To improve Ardmore Ave. and Engle Rd. Intersection. By widening the approaches to the intersection 9 feet for an overall width of 33'. The pavement will be widened with asphalt, 1' to 1.33' deep. The shoulders will consist of #2 stone base and #53 stone surface. Ditches will be graded to drain the intersection----- according to certain plans and specifications, and for a period of three years also warranting and guaranteeing the work/material and condition of the pavement thereof as provided in aforesaid contract and specifications. Now if the said -----

WAYNE ASPHALT & CONSTRUCTION CO., INC.---shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this ----- 1 day of June, 1978

ATTEST:

Edward J. Dehner
Corporate Secretary

WAYNE ASPHALT & CONSTRUCTION CO. (SEAL)

BY: C K Stewart (SEAL)
UNITED STATES FIDELITY & GUARANTY
ITS: James V. Ross (SEAL)
Attorney-in-fact

Approved this 26 day of

June, 1978

Henry P. Wehner
Ed. W. Saman
May G. Scott
Board of Public Works.

ATTEST:

Ansula Miller
Secretary and Clerk

LIABILITY BOND

Know All Men by These Presents, That we _____

----- WAYNE ASPHALT AND CONSTRUCTION CO., INC. -----

as principal, and _____

----- UNITED STATES FIDELITY AND GUARANTY COMPANY -----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY-FOUR

THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$24,237.50)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 1 day of June, 1978

ATTEST:

Edward J. Dehner
Corporate Secretary

WAYNE ASPHALT & CONSTRUCTION CO., (SEAL)

BY: *C K Shengas* (SEAL)

UNITED STATES FIDELITY & GUARANTY

ITS: *Lane J. Ross* (SEAL)

Attorney-in-fact (SEAL)

(SEAL)

Approved this 26 day of

June, 1978

ATTEST:

Henry J. Wittenberg
Edward J. Dehner
Max J. Scott

Neusula Miller

Secretary and Clerk

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

June 1, 1978

Improvement Resolution

FOR STREET OR ALLEY

No. 5799-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
That it is deemed necessary to improve Ardmore Avenue and Engle Road Intersection.

By widening the approaches to the intersection 9 feet for an overall width of
33 feet. The pavement will be widened with asphalt, 1 foot to 1.33 foot deep.

The shoulders will consist of #2 stone base and #53 stone surface. Ditches will
be graded to drain the intersection.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder
will be to the general public of the City of Fort Wayne and that no special benefits
will accrue to any property owner adjoining said improvement or otherwise assessable
under said improvement. The cost of said improvement shall be paid jointly by
City of Fort Wayne and Allen County local road and street account monies administered
through City of Fort Wayne Board of Public Works.

Adopted, this _____ day of _____

BOARD OF PUBLIC WORKS:

ATTEST:

Wm. J. Miller

Clerk of the Board

Henry P. Whisenberg
Edwin L. Larson
May G. Scott

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne, State of Indiana
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By, Thomas A. Zecha

Vice-President

(SEAL)

(Signed) Ray H. Britt

Assistant Secretary

STATE OF MARYLAND, } ss:
BALTIMORE CITY,

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1978.

(Signed) Herbert J. Aull

Notary Public

STATE OF MARYLAND, } Set.
BALTIMORE CITY,

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

Robert H. Bouse

(Signed) Clerk of the Superior Court of Baltimore City.

IN RE:

WAGE SCALE

 CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY AND JUNE, 1978.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.30	50¢	75¢			3if
BOILERMAKER	S	12.55	80	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING) (HIGHWAY)	S	10.17		6%		7	2if
	S	10.23	60	60		5	2if
CEMENT MASON	S	9.35	75	40		1	
ELECTRICIAN	S	11.60	50	18+30		6	
ELEVATOR CONSTRUCTOR	S	10.91	74½	56	8%	6	
GLAZIER	S	10.20		25	40	4	25¢ holiday
IRON WORKER	S	11.20	90	1.05		2	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	7.70-8.60	70	50		9	
	S-US-SS	7.60-8.45	70	50		9	
	S-US-SS	7.60-8.40	70	50		8	
LATHER	S	10.07		60		1	2if
MILLWRIGHT & PILEDRIVER	S	10.50		6%		7	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	7.90-11.00	40	55		8	
	S-SS-US	8.16-10.87	55	65		8	
	S-SS-US	8.00-10.30	40	40		5	
PAINTER	S	8.60-9.60	42	45		10	6misc
PLASTERER	S	9.71	60	40			
PLUMBER & STEAMFITTER	S	11.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.10-10.10					
ROOFER	S	10.15		10			
SHEETMETAL WORKER	S	11.48	50	60		10	11if
TEAMSTER (BUILDING) (HIGHWAY)	S-SS US	8.68-9.63	23.00pw	28.00pw			
	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF Mar. 1978

Wayne T. Reiley
REPRESENTING GOVERNOR, STATE OF INDIANA

Howard J. Whaling
REPRESENTING THE AWARDING AGENCY

Fred M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4119

TITLE OF ORDINANCE SPECIAL ORDINANCE - ST. IMPROVEMENT RESOL. NO. 5799-78 - WAYNE ASPHALT &
CONSTRUCTION, INC., \$24,237.50

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-78-07-07

SYNOPSIS OF ORDINANCE STREET IMPROVEMENT RESOLUTION NO. 5799-1978, FOR THE IMPROVING OF

THE ARDMORE AVENUE AND ENGLE ROAD INTERSECTION BY WIDENING APPROACHES TO INTERSECTION 9'

FOR OVERALL WIDTH OF 33' WITH ASPHALT AND STONE SURFACE SHOULDER AND GRADED DITCHES FOR
PROPER DRAINAGE.

(CONTRACT ATTACHED)

EFFECT OF PASSAGE IMPROVEMENT OF ABOVE-DESCRIBED INTERSECTION WHICH IS THE SCENE OF MANY
ACCIDENTS

EFFECT OF NON-PASSAGE CONTINUATION OF PRESENT HAZARDOUS CONDITIONS

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$24,237.50 FROM MVH SPECIAL DISTRIBUTION
FUND

ASSIGNED TO COMMITTEE

EP

John W. Dahl